IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

DARYL CHRISTIAN, Plaintiff, vs. RENT RECOVERY SOLUTIONS, LLC Defendant.	NO. **COMPLAINT FOR VIOLATIONS OF 15 U.S.C. § 1692 ET SEQ. AND RCW CHAPTERS 19.16 AND 19.86 ET SEQ.**

COMES NOW Plaintiff, Daryl Christian, by and through counsel, who alleges:

I. PARTIES AND JURISDICTION

1. Plaintiff Daryl Christian is an individual who resides in Washington State.

2. Defendant Rent Recovery Solutions, LLC ("RRS"), a Georgia Limited Liability Company, is a debt collector and collection agency doing business in Washington, and who repeatedly attempted to collect an alleged debt from the Plaintiff. RRS's registered agent is Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501.

3. Jurisdiction over Defendant is proper as Defendant is doing business in Washington State and venue is appropriate in King County, Washington.

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II. FACTS

4. In early 2016, Daryl Christian discovered that Defendant RRS was attempting to collect an alleged debt from him.

5. Unsure as to the provenance of the alleged debt, Mr. Christian wrote a letter to RRS requesting more information.

6. On June 22, 2016, RRS sent a letter, attached to this Complaint as **Exhibit A**, to Mr. Christian in response.

7. Attached to the letter was a document that appears to be a ledger of some kind. *Id.*

8. The ledger states that the "total amount due" is $9,863.65, and goes on to itemize various charges.

9. The coherence of the ledger stops there, as it contains a series of numerical entries, both positive and negative, that make no mathematical sense.

10. Bafflingly, the sum of every single number on the page does not come anywhere near the amount allegedly owed.

11. No other explanation or documentation was provided by RRS with the June 22, 2016 letter.

12. On January 24, 2017, RRS sent a collection letter, attached to this Complaint as **Exhibit B**, to Mr. Christian.

13. Despite previously sending an incomprehensible mess as support for an alleged debt, RRS continued to attempt to collect $9,863.65.

14. As a result of RRS's actions detailed above, Mr. Christian has had to retain counsel to ascertain his legal rights and responsibilities, which gives rise to expenses.

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15. On information and belief, Mr. Christian has suffered damaged credit, and he has suffered financial uncertainty, unease, and distress caused by RRS's collection tactics, which are false improper, and confusing.

III. CAUSES OF ACTION

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

16. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. § 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

17. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW 19.16.100(7) and Defendant is a collection agency as defined by RCW 19.16.100(4).

18. For claims arising under the Fair Debt Collection Practices Act, such claims are assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 934 (9th Cir. 2007).

19. The discovery rule applies in FDCPA cases. *Mangum v. Action Collection Serv., Inc.*, 575 F.3d 935, 941 (9th Cir. 2009).

Count 1 (and all subcounts)

20. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. § 1692e. This includes the false representation of the character, amount, or legal status of a debt (§ 1692e(2)), the threat to take any action which cannot be legally taken (§ 1692e(5)); or the use of any false representation or deceptive means to collect or attempt to collect a debt (§ 1692e(10)).

21. Defendant used false, deceptive, or misleading representations or means in connection with the collection of an alleged debt when it:

a) Represented that Mr. Christian owed money in its June 22, 2016 letter.

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b) Represented that the ledger it provided somehow proved that a debt was owed.

c) Represented that Mr. Christian owed money in its January 24, 2017 letter.

d) Provided a fictitious telephone number for "Mr. Coelho," the alleged point of contact at RRS

e) Implied that non-payment would negatively affect Plaintiff's "credit standing"

22. Therefore, Defendant violated 15 U.S.C. § 1692e, and/or its subsections, on at least five (5) occasions.

Count 2 (and all subcounts)

23. A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. § 1692f.

24. Plaintiff realleges paragraph 21, *supra*, as constituting unfair and unconscionable means to collect a debt.

25. In summary, the Defendant therefore violated 15 U.S.C. § 1692f and/or § 1692f(1) on at least five (5) occasions.

GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS

26. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act ("CPA"), RCW chapter 19.86.[1] *See* RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of $25,000) and attorney's fees.

27. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

28. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*,

[1] *See Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA…").

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166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

Count 3

29. RCW 19.16.250(21) prohibits the collection, or attempted collection, of any amounts in addition to the principal of a claim other than allowable interest, collection costs, or handling fees expressly authorized by statute, and, in the case of suit, attorney's fees and taxable court costs.

30. Here, Defendant attempted to collect money that simply was not owed.

31. Defendant therefore violated RCW 19.16.250(21) upon each debt collection attempt.

Count 4

32. A collection agency shall not threaten the debtor with impairment of his or her credit rating if a claim is not paid. RCW 19.16.250(11).

33. In its January 24, 2017 letter to Mr. Christian, RRS threatened to impair (or to continue to impair) his credit rating if he did not take advantage of their settlement offer.

34. This is especially problematic because Mr. Christian does not owe money to RRS.

35. Defendant therefore violated RCW 19.16.250(11).

Count 5

36. A collection agency may not threaten to take any action against the debtor which the collection agency cannot legally take. RCW 19.16.250(16).

37. Plaintiff realleges paragraphs 33-34, *supra.*

38. RCS therefore violated RCW 19.16.2540(16).

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Count 6 – Injunctive Relief

39. A plaintiff may seek injunctive relief for violations of the Consumer Protection Act. RCW 19.86.090.

40. Plaintiff does seek injunctive relief from this Court which would enjoin Defendant from collecting debts in the manner described above from both Plaintiff and any other person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

41. Specifically, Plaintiff seeks an injunction prohibiting Defendant from its unlawful collection tactics, including but not limited to demanding money that is not owed, and unjustifiably threatening to impair a credit rating if no payment is made.

42. Plaintiff has reason to believe these actions make up a pattern and practice of behavior and have impacted other individuals similarly situated.

43. Injunctive relief is necessary to prevent further injury to Plaintiff and to the Washington public as a whole.

44. Injunctive relief should therefore issue as described herein.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

1. For Judgment against Defendant for actual damages.

2. For statutory damages of $1,000.00, for FDCPA violations.

3. For statutory damages of $2,000.00 per violation, for Washington Collection Agency Act and Consumer Protection Act violations.

4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages determined by the court.

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5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).

6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 10th day of May, 2017.

ANDERSON SANTIAGO, PLLC

By:___________________________
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Jason D. Anderson, WSBA No. 38014
Attorneys for Plaintiff
787 Maynard Ave. S.
Seattle, WA 98104
(206) 395-2665
(206) 395-2719 (fax)

EXHIBIT A

Rent Recovery Solutions, LLC
1945 The Exchange Ste 120
Atlanta, GA 30339 866-949-1379

JUNE 22, 2016

DARYL CHRISTIAN
430 MINOR AVE N APT 610
SEATTLE WA 98109-5649

Re: INVITATION HOMES
File No: 0001187401
Balance: 9,863.65

Dear DARYL CHRISTIAN:

We received your request for further information regarding the above account placed with our agency. Please see the attached breakdown of charges.

We can be reached at 800-335-0119 ext 2 for further questions and to set up payment.

This is a communication from a debt collector and any information obtained will be used for that purpose.

Sincerely,

MR COELHO

INVITATION HOMES
1717 MAIN ST STE 2000
DALLAS,TX 75201

DARYL CHRISTIAN
430 MINOR AVE N APT 610
SEATTLE WA 98109-5649

MOVE OUT DATE 04/24/15
UNIT # S2WS0381

FINAL ACCOUNT STATEMENT

TOTAL AMOUNT DUE: 9,863.65

HOUSE RENTAL INCOME		1,295.00
WATER BILL	42.16	
TRASH BILL	66.43	
SEWER BILL	102.32	
LATE APRIL	75.00	
NOTIC EFEE	75.00	
SEC DEP CREDIT	1,295.00-	
HOUSE RENTAL INCOME		259.00-
HOUSE RENTAL INCOME		1,295.00-
HOUSE RENTAL INCOME		1,295.00
DAMAGE ETC	905.93	
FINAL TR/SW/WATER	223.95	
FINAL UTILITY	9.99	
PRORATE	208.87	
CHARGE 6 DAYS OF APR		295.00
OVERCHARGED PRORATE		36.00-
	0.00	
	0.00	
	0.00	
	0.00	

EXHIBIT B

Rent Recovery Solutions, LLC
1945 The Exchange SE, Suite 120
Atlanta, GA 30339
ph: 866-949-1379 fx: 678-819-4041

January 24, 2017

Re: INVITATION HOMES
File No: 001187401
Balance: $9,863.65

Dear DARYL CHRISTIAN,

Rent Recovery Solutions, LLC has received authorization from INVITATION HOMES to present to you a limited time discount opportunity. We recommend you seriously consider this offer, as it will satisfy your obligation to INVITATION HOMES.

We are able to offer you a 25% **reduction** in return for prompt payment. In addition, we will agree to update the item as fully satisfied to all credit reporting agencies to which we report.

Account Balance: $9,863.65
Discount Proposal $7,397.74

This settlement offer is time-sensitive. Funds in the full discount offer amount must be received by this office no later than February 28, 2017 in order to receive this discount and the credit reporting advantage. After that date, we will continue collection activity against you for the full amount.

We are not obligated to renew this offer.

If you are unable to raise this discount amount, but are concerned about your credit standing, you may call one of our representatives to work out a reasonable repayment plan on the full amount owed. Our representative will listen to you with respect and courtesy, and work with you in good faith to put this matter behind you.

This is a communication from a debt collector and any information obtained will be used for that purpose.

Sincerely,

MR COELHO
(000)000-0000

PLEASE DETACH BOTTOM REMITTANCE AND RETURN WITH YOUR PAYMENT

001187401

DEPT 669 3577943617017
PO BOX 4115
CONCORD CA 94524

RETURN SERVICE REQUESTED

DARYL CHRISTIAN
430 MINOR AVE N APT 610
SEATTLE WA 98109-5649

PAY BY CREDIT CARD!	
☐ VISA ☐ ☐	
CARD NUMBER:	
EXPIRATION DATE:	CID #:
NAME ON CARD:	
PAYMENT AMOUNT:	
SIGNATURE:	

PLEASE SEND PAYMENTS AND CORRESPONDENCE TO:

RENT RECOVERY SOLUTIONS
1945 THE EXCHANGE SE STE 120
ATLANTA GA 30339

REHTAX-0123-823265587-04888-4888